

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Grove, Inc.		09/07/2023	Corporation: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turning Rock Fund II-I LLC		
<b>Street Address:</b>	350 Madison Avenue, Floor 21		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4061849	FRESH MARKET ON THE GO	
<b>Registration Number:</b>	4061852	FRESH MARKET ON THE GO	
<b>Registration Number:</b>	3818225	GROVE	
<b>Registration Number:</b>	3818226	GROVE	
<b>Registration Number:</b>	6698284	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT!	
<b>Registration Number:</b>	3818140	HAVE FUN, LIVE LIFE, EAT RIGHT!	
<b>Registration Number:</b>	3818132	HAVE FUN, LIVE LIFE, EAT RIGHT!	
<b>Registration Number:</b>	3251624	HAVE FUN. LIVE LIFE. EAT RIGHT.	
<b>Registration Number:</b>	6364974	LUCKY STREAK	
<b>Serial Number:</b>	90581505	THE GROVE, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

CH \$265.00 4061849

<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)
<b>SIGNATURE:</b>	/Becky Troutman/
<b>DATE SIGNED:</b>	09/08/2023
<b>Total Attachments: 5</b> source=TRC_Grove - Trademark Security Agreement (Execution Version)_(19090371)_(1)#page1.tif source=TRC_Grove - Trademark Security Agreement (Execution Version)_(19090371)_(1)#page2.tif source=TRC_Grove - Trademark Security Agreement (Execution Version)_(19090371)_(1)#page3.tif source=TRC_Grove - Trademark Security Agreement (Execution Version)_(19090371)_(1)#page4.tif source=TRC_Grove - Trademark Security Agreement (Execution Version)_(19090371)_(1)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of September 7, 2023, by and between The GROVE, INC. (“Grantor”), and TURNING ROCK FUND II-I LLC, in its capacity as Administrative Agent for itself and the other Lenders (together with its successors and assigns in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated September 7, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lenders; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached **Schedule A** (the “**Trademarks**”); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lenders under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lenders a continuing security interest in all of Grantor’s right, title and interest in and to the Trademarks solely for the purpose of securing Grantor’s payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the payment in full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.
4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

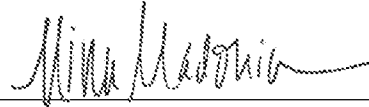
6. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.15, 10.16 and 10.17 of the Credit Agreement, *mutatis mutandi*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

**THE GROVE, INC.,**

as Grantor

By: 

Name: Nina Kolaski aka Nina Madonia

Title: Chief Executive Officer

**TURNING ROCK FUND II-I LLC,**  
as Administrative Agent,

By:   
Name: David Markus  
Title: Partner

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

<b>NAME OF OWNER</b>	<b>TRADEMARK</b>	<b>REG. #</b>	<b>REG. DATE</b>	<b>APP. #</b>	<b>APP. DATE</b>	<b>STATUS</b>
THE GROVE, INC.	FRESH MARKET ON THE GO	4061849	29 NOV 2011	77886460	04 DEC 2009	REGISTERED
THE GROVE, INC.	FRESH MARKET ON THE GO	4061852	29 NOV 2011	77889541	09 DEC 2009	REGISTERED
THE GROVE, INC.	GROVE	3818225	13 JUL 2010	77889586	09 DEC 2009	REGISTERED
THE GROVE, INC.	GROVE	3818226	13 JUL 2010	77889606	09 DEC 2009	REGISTERED
THE GROVE, INC.	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT!	6698284	12 APR 2022	90661065	21 APR 2021	REGISTERED
THE GROVE, INC.	HAVE FUN, LIVE LIFE, EAT RIGHT!	3818140	13 JUL 2010	77886377	04 DEC 2009	REGISTERED
THE GROVE, INC.	HAVE FUN, LIVE LIFE, EAT RIGHT!	3818132	13 JUL 2010	77886250	04 DEC 2009	REGISTERED
THE GROVE, INC.	HAVE FUN. LIVE LIFE. EAT RIGHT.	3251624	12 JUN 2007	78944203	03 AUG 2006	REGISTERED
THE GROVE, INC.	LUCKY STREAK	6364974	25 MAY 2021	88389772	17 APR 2019	REGISTERED
THE GROVE, INC.	THE GROVE, INC.			90581505	16 MAR 2021	PENDING